

Department of Veterans Affairs

COUNSELING CHECKLIST FOR MILITARY VENDEE HOMEBUYERS

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute “bad faith”. If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government. (in any case in which VA suffers a loss as a result of foreclosure, the loss must be repaid or suitable repayment arrangements made before you can use your Loan Guaranty benefits or purchase another VA - acquired property with vendee financing.)
2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.
3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in your area.
4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make mortgage payments on the first of each month.
5. “Letting the house go back” is not an acceptable option. A decision to do so may be considered “bad faith”. A foreclosure will result in a bad credit report, a possible debt you will owe to the Government and difficulty in getting more credit in the future.
6. If unexpected circumstances lead to difficulty in making your payments, contact the servicer of your loan promptly. It will be easier to resolve any problems if you act quickly and are open and honest.
7. YOUR LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA.
8. VA does NOT guarantee the house and its condition. You are buying a previously occupied house, in its “as is” condition, without any warranties, and must satisfy yourself that its condition is satisfactory.

I HEREBY CERTIFY THAT I have been counseled and I fully understand the counseling items set forth above.

BORROWER’S SIGNATURE

DATE

I HEREBY CERTIFY THAT the borrower has been counseled regarding the counseling items set forth above.

VA REPRESENTATIVE’S SIGNATURE